

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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COURTNEY LINDE, <i>et al.</i> ,	:
	:
Plaintiffs,	:
	:
-against-	:
	:
ARAB BANK PLC,	:
	:
Defendant.	:
	:
-----X	

04 CV 2799 (NG) (VVP)
and related cases¹

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO WITHDRAW
AS ATTORNEY OF RECORD FOR DEFENDANT ARAB BANK PLC**

The undersigned counsel respectfully submits this memorandum of law and the accompanying Affidavit of Eric L. Lewis dated March 6, 2012 (“Lewis Aff.”) in support of his motion for leave to withdraw as attorney of record for Defendant Arab Bank plc (“Arab Bank”), and states as follows:

1. Undersigned counsel was retained by Arab Bank to serve in a limited capacity as co-counsel alongside lead counsel, Dewey & LeBoeuf, in the above-captioned and related cases pending before this Court (the “Actions”). Lewis Aff. ¶ 2. In furtherance of that engagement, undersigned counsel entered his appearance on Arab Bank’s behalf on July 27, 2006.² *Id.* Undersigned counsel’s role in the Actions has reduced over the last few years.

2. By letter dated March 1, 2012, Arab Bank, through its special counsel, Kalbian Hagerty LLP, requested that undersigned counsel withdraw his appearance. *Id.* ¶ 3.

¹ *Almog v. Arab Bank, PLC*, 04-CV-5564 (E.D.N.Y. 2004) (NG) (VVP); *Coulter, et al. v. Arab Bank, PLC*, 05-CV-365 (E.D.N.Y. 2005) (NG) (VVP); *Afriat-Kurtzer v. Arab Bank, PLC*, 05-CV-388 (E.D.N.Y. 2005) (NG) (VVP).

² Undersigned counsel entered his appearance as a partner in the law firm of Baach Robinson & Lewis plc. On November 1, 2011, Baach Robinson & Lewis changed its name to Lewis Baach plc.

Accordingly, undersigned counsel respectfully moves this Court for an order granting him leave to withdraw from the Actions.

3. Under Rule 1.4 of the Local Civil Rules of the United States District Courts for the Southern and Eastern Districts of New York, an attorney of record for a party may withdraw only by leave of Court and “only upon a showing by affidavit or otherwise of satisfactory reasons for withdrawal or displacement and the posture of the case, including its position, if any, on the calendar, and whether or not the attorney is asserting a retaining or charging lien.”

4. Courts have found that withdrawal is “permissible when a client indicates that they no longer wish to be represented by counsel.” *Oscar De La Renta Ltd. v. Strelitz Ltd.*, 92 Civ. 3907(CES), 1993 WL 205150, at *1 (S.D.N.Y. June 7, 1993) (citing *Fireman’s Ins. Co. of Newark v. Alasker*, 1992 U.S. Dist. Lexis 7365 (S.D.N.Y.1992)); *see also Monteleone v. Leverage Group*, CV-08-1986 CPS SMG, 2009 WL 909820, at *2 (E.D.N.Y. Apr. 1, 2009) (granting conditional leave to withdraw given that plaintiff made clear it no longer wished to incur further legal fees). In addition, the Second Circuit has held that the Model Code of Professional Responsibility provides guidance as to when withdrawal is appropriate. *Whiting v. Lacara*, 187 F.3d 317, 321 (2d Cir. 1999). Here, Disciplinary Rule 2-110(C)(5) of the Model Code of Professional Responsibility supports permissive withdrawal, where the client has “knowingly and freely assent[ed] to termination of [its attorney’s] employment.” *See also* 22 N.Y. Comp. Codes R. & Regs. § 1200, Rule 1.16(c)(10). Granting leave is therefore appropriate in view of Arab Bank’s request that counsel withdraw his appearance.

5. Arab Bank continues to be represented by lead defense counsel, Dewey & LeBoeuf; and no trial date has yet been set. Withdrawal will therefore not cause any prejudice or disruption to the Actions. Finally, undersigned counsel is not asserting a retaining or charging lien. Lewis Aff.

¶ 5.

For the foregoing reasons, the undersigned respectfully requests that the Court enter an order granting him leave to withdraw as attorney of record for Arab Bank plc.

Dated: March 6, 2012

Respectfully submitted,

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